

## Term Contract No. 760L

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>760L</b>	<b>Forestry Equipment</b>
<b>Effective Dates</b>	October 1, 2011 through September 30, 2014*	
<b>Bid Number</b>	201101115	
<b>Administrator</b>	Mike Brendle	
<b>Phone</b>	(919) 807-4516	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	tmike.brendle@doa.nc.gov	
<b>Last Updated</b>	October 6, 2011	

## 1. General Information

### BACKGROUND

The NC General Assembly under NC General Statute 143-52.3 (House Bill 713-Ratified-2011 S.L. 360) has directed the Department of Administration to use multiple award schedule contracts for the purchase of all ground maintenance, construction, communications, and forestry equipment. This contract specifically covers: various forestry equipment as defined in the aforementioned NC General Statute as: Feller bunchers, knuckleboom loaders, forestry swing machines, harvesters, and appropriate attachments or equivalent products and attachments.

## 2. Scope of Contract

This RFP and subsequent Statewide Term Contract (760L) will become effective from October 1, 2011 or date of award whichever is later for a term of 36 months. Any Statewide Term Contract awarded pursuant to this solicitation will not replace any existing contracts for these items, but end users will have the option to use this contract in lieu of any other contracts.

If the state or any authorized user of this contract is offered the same item on the exact same terms and conditions as those provided herein by a vendor other than the current contract vendor or ( herein known as alternate vendor) for a price that is at least 10% less than the current contract price under this contract 760L, the state or any authorized user of this contract may purchase those items from the alternate vendor if the current contract vendor does not agree to "match" the alternate vendor's price. Approval by Purchase and Contract is not required, using agencies should document any purchase of this equipment by an alternate vendor.

Some definitions used herein-Attachments- enhance or contribute to the functionality of or safety of the piece of equipment (include strobe lights and back up alarms-can be aftermarket)-Accessories-items added to equipment that provide user comfort or aesthetic value (radios, a/c, canopies)-Attachments, options, accessories must be ordered at same time with equipment in order to have the applicable discounts.

### NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

For state agencies and for purposes of this Invitation for Bids and any resulting contract award, any agency requirement that exceeds 6 units per order in any one category must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 1) Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 2) Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 3) A separate Invitation for Bids may be issued for the requirement

### 5. Minimum Orders

This contract will be for a minimum order of 1 unit for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

### 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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#### Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 760L.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

**Our end-users/agencies will be required to obtain a minimum of three (3) quotes from vendors under this contract for any item when the purchase price which exceeds \$10,000.00; if the end-user is not purchasing from the lowest bidder as provided under this contract, the end-user/agency must provide a satisfactory prior justification in writing to the SPO for approval. Fax to 919.807.4510**

**AGENCY QUOTE FORM-TO BE FAXED OR EMAILED TO END USER FROM VENDOR ALONG WITH  
MODEL NUMBER, DESCRIPTION OF FEATURES (COMPLETE SPECIFICATION SHEET), MSRP PRICE,  
STATE OF NC PRICING AND FIRM DELIVERY DATE.**

FAXED TO: \_\_\_\_\_ REQUESTING AGENCY \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_/EMAIL ADDRESS \_\_\_\_\_

**1) Occupational Safety and Health Act & SAE Standards**

The equipment offered herein shall be furnished with all applicable equipment and accessories as required by the Occupational Safety and Health Act (U.S. Department of Labor and the N.C. Department of Labor). Noise at ear level of the seated operator, with cab doors and windows open shall not exceed OSHA requirements for 8-hour operator exposure. The grader shall be furnished in accordance with all applicable SAE and ISO standards in effect on the date of bid and continue to meet the standards and updated standards throughout the contract period.

**2) PRODUCT SAFETY LISTING:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Product offered herein comply with the above requirement? \_\_\_\_\_(yes/no)

If equipment offered herein is powered by connection to an electrical source, what is the name of the laboratory whose listing label is affixed to the exterior of the equipment (U.L., MET, CSA, ETL, etc)?  
\_\_\_\_\_

List all ANSI, OSHA (Federal/State), SAE, PCSA, ISO, Federal standards (including EPA Tier Emission Level)that cover: safety, function, performance and technical aspects of this equipment.  
\_\_\_\_\_  
\_\_\_\_\_

1) If equipment requested uses diesel fuel, can it use B-20 Diesel fuel? \_\_\_\_\_yes/no

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

MSRP: \$ \_\_\_\_\_ STATE OF NC DISCOUNT FROM MSRP: \_\_\_\_\_% STATE OF NC PRICE:\$ \_\_\_\_\_

LIST ATTACHMENT/OPTIONS/ACCESSORIES REQUESTED AND GIVE STATE OF NC PRICING FOR EACH.

FIRM DELIVERY DATE OF: \_\_\_\_\_ BACK UP ALARM FURNISHED? \_\_\_\_\_ YES/NO  
FIRE EXTINGUISHER PROVIDED? \_\_\_\_\_ WARRANTY PERIOD: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

## **7. Delivery**

Delivery will be within 30 days after receipt of order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## **8. Transportation Charges**

All goods shall be delivered FOB DESTINATION when the "order value" is 1 unit or more, when shipped to a single destination.

**Note!** All shipments should be inspected for damage immediately upon receipt.

### **FIRE EXTINGUISHERS:**

When applicable in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements each piece of equipment delivered shall include the appropriate size rechargeable fire extinguisher mounted in an accessible location.

### **BACKUP ALARM:**

Equipment shall have a backup alarm and may be mfr or dealer installed. Backup alarm shall be in accordance with SAE J994, electronic type (not ding dong), shall become activated immediately upon backing of equipment (not activated by motion detection), must be audible above the surrounding noise level of the equipment, must be a sealed type unit to protect internal components from moisture, dust and contaminants, resists effects of vibration, single or dual tone is acceptable, and minimum one year warranty shall apply.

**REGIONS:** This proposal divides the State into **three (3) regions**.

- Region I:** Alexander, Allegheny, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Polk, Rutherford, Surry, Swain, Transylvania, Watauga, Wilkes, Yadkin, Yancey
- Region II:** Alamance, Anson, Cabarrus, Caswell, Chatham, Cumberland, Davidson, Davie, Durham, Forsyth, Franklin, Granville, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Nash, Northampton, Orange, Person, Randolph, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Union, Vance, Wake, Warren
- Region III:** Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Edgecombe, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Sampson, Tyrrell, Washington, Wayne, Wilson

### 9. Item Pricing Information

CATEGORY 1 FELLER BUNCHERS	BRAND NAME: Caterpillar	MSRP ID AND DATE: 2011	% DISCOUNT FROM MSRP FOR EQUIPMENT <hr/> 22%
██████████	██████████	same	% DISCOUNT FROM MSRP FOR OPTIONS <hr/> 10%
██████████	██████████	same	% DISCOUNT FROM MSRP FOR FEATURES <hr/> 10%
██████████	██████████	same	% DISCOUNT FROM MSRP FOR ACCESSORIES <hr/> 10%

**Term Contract No. 760L**

CATEGORY 2 KNUCKLEBOOM LOADERS	BRAND NAME: Caterpillar	MSRP ID AND DATE: 2011	% DISCOUNT FROM MSRP FOR EQUIPMENT  22%
██████████	██████████		% DISCOUNT FROM MSRP FOR OPTIONS  10%
██████████	██████████		% DISCOUNT FROM MSRP FOR FEATURES  10%
██████████	██████████		% DISCOUNT FROM MSRP FOR ACCESSORIES  10%

**Term Contract No. 760L**

CATEGORY 3 FORESTRY SWING MACHINES	BRAND NAME: Caterpillar	MSRP ID AND DATE: 2011	% DISCOUNT FROM MSRP FOR EQUIPMENT  22%
████████	████████		% DISCOUNT FROM MSRP FOR OPTIONS  10%
████████	████████		% DISCOUNT FROM MSRP FOR FEATURES  10%
████████	████████		% DISCOUNT FROM MSRP FOR ACCESSORIES  10%

CATEGORY 4 HARVESTERS	BRAND NAME: Caterpillar	MSRP ID AND DATE: 2011	% DISCOUNT FROM MSRP FOR EQUIPMENT  22%
████████	████████		% DISCOUNT FROM MSRP FOR OPTIONS  10%
████████	████████		% DISCOUNT FROM MSRP FOR FEATURES  10%
████████	████████		% DISCOUNT FROM MSRP FOR ACCESSORIES  10%

## 10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency after request of the agency.

## 11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

Contractor Name	Address	City, State, Zip	Contact, Phone, Fax
Gregory Poole	PO 469-	Raleigh NC 27602	Glenn Foley- 800.447.3112 919.890.4257 F
SERVICE LOCATIONS		Charlotte NC	800.277.1212
		Asheville NC	800.277.2070
		Greensboro NC	800.277.2080
		Raleigh NC	800.447.3112
		Mebane NC	800.447.3119
		Fayetteville NC	800.362.7278
		Greenville NC	888.742.3105
		Wilmington NC	800.641.7278
		Washington NC	800.645.7278
TECHNICAL ADVICE			Joe Thorton 704.731.7530
			John Adamof 919.890.4302

## 12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of as stated in their standard warranty..

## 13. Substitutions

Substitutions after placement of orders are not permitted without prior approval of the end user. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 13A- Other information

### APPLICABLE SPECIFICATIONS, STANDARDS & PUBLICATIONS

The following documents of issue in effect on date of Request for Proposal form a part of this specification to the extent specified:

#### SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), INC. STANDARDS

J1349 - Engine Test Code - Non-Turbocharged Spark Ignition & Diesel  
J872 - Reserve Tractive Ability Test Code  
J395 - ROPS (Roll Over Protective Structure)  
J1040-Operator Protection for Forestry Machines  
J1084-Operator Protective Structure Performance Criteria for Forestry Equipment  
J1212-Fire Prevention on Forestry Equipment  
OCCUPATIONAL SAFETY & HEALTH ACT



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**QUALITY ACCEPTANCE INSPECTION:** Upon request by the end user,(NC State Agencies) with the exception of NC Department of Transportation, and upon delivery of the item(s), as called for herein, a Quality Acceptance Inspection will be conducted. Such requests from the requesting agency will be forwarded (in writing) to the Division of Purchase and Contract.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

**14. Contract Addenda**